

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPE

The Government anticipates awarding an Indefinite Delivery, Indefinite Quantity (ID/IQ) type contract against which Time and Materials (T&M), Firm-Fixed Price (FFP), Firm-Fixed Price + Incentive (FFP-I) type task orders, or a combination thereof, will be issued.

H.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal, inclusive of the oral presentation, submitted by the Contractor, and to any specific written modifications to the proposal.

H.3 CONTRACT MINIMUM / MAXIMUM

It is impossible to determine the precise types or amounts of services that will be ordered under this contract. Specific minimums and maximums are identified in Section B. The quantities shown are provided for information only and are not purchased herein.

H.4 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the key personnel designated in their technical proposal and for whom resumes were submitted as part of the proposal. In addition, key personnel is further defined by any individual or individuals who are assigned as key personnel by agreement of the Government and the Contractor during task order negotiations.
- (b) Proposed key personnel shall be assigned and available on this contract starting from the date of contract award. If one or more of the key personnel for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period of 30 calendar days, the Contractor shall immediately notify the Contracting Officer (CO) and shall promptly replace, subject to the concurrence of the CO or his/her authorized representative, such personnel with personnel of equal or superior ability.
- (c) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall immediately notify the COTR of any of these events. Written notification and the information required by paragraph (d) below must be provided to the CO within ten (10) calendar days after the occurrence of any of these events. After ninety (90) days, the Contractor shall submit the information required by paragraph (d) to the Contracting Officer at least fifteen (15) calendar days prior to making any permanent

substitutions. Key personnel lost must be replaced within fifteen (15) calendar days from the date of the vacancy.

- (d) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete resume(s) for the proposed substitute(s), and any additional information requested by the Contracting Officer. The Contractor must demonstrate that the qualifications of prospective personnel are equal to, or better than, the qualifications of the personnel being replaced. The Contracting Officer will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitution(s). The contract will be modified to reflect any approved change(s) of key personnel.
- (e) The CO or his/her authorized representative will evaluate such requests and promptly notify the Contractor after receipt of all required information of the approval/disapproval decision on substitutions.
- (f) If the CO determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or task order, the contract or task order may be terminated by the CO for default or for the convenience of the Government, as appropriate; or, if the CO finds the Contractor at fault for the condition, the contract price may, at the CO's discretion, be equitably adjusted downward to compensate for any resultant delay, loss or damage.

H.5 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements or delivery schedules, the Contractor shall immediately notify the Contracting Officer and/or the Contracting Officer's Technical Representative(s), in writing, giving pertinent details. The notification shall be for information purposes only and shall not be construed as a waiver by the Government of any delivery requirements.

H.6 CODE OF CONDUCT

All personnel assigned by the Contractor to work under this contract must be acceptable to the Government in their personal and professional conduct. Any person in the Contractor's organization or in any subcontractor's organization, who is deemed by the Contracting Officer or the Contracting Officer's Technical Representative whose conduct may affect the performance of the Contractor or the image of the Bureau of Census, shall be immediately removed from the assignment. The reason for removal must be documented in writing by the Contracting Officer. Employment and staffing difficulties are not adequate justification for failing to meet established schedules and if they impair performance, the Contractor may be subject to default. Any security violations, denials or revocations of security clearances may be construed as grounds for immediate removal from the premises and the contract. The Contractor and its employees shall

conduct only business covered by this contract during periods paid for by the Government, and will not conduct any other business on Government premises or time. Contractor personnel shall abide by the normal rules and regulations applicable to the Government premises on which they work, including any applicable safety and security regulations.

H.7 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

(End of Clause)

H.8 EXCLUSIONS FROM 2010 CENSUS COMMUNICATIONS CAMPAIGN CONTRACT PARTICIPATION

The Census Bureau currently has contracts and agreements to provide consulting services and research services for the 2010 Census communications acquisition. One of the requirements of these contracts and agreements, agreed to by these Contractors and their Subcontractors prior to award of their individual contracts with the Census Bureau, specified that awardees of and participants in these contracts (including Subcontractors and their employees who worked on these contracts) and any resulting task orders were precluded from participating in any contracts for the 2010 Census. Contractors shall therefore be aware that a conflict of interest may arise if personnel assigned to the 2010 Communications Campaign contract were involved in the contracts described above. The Census Bureau should be contacted if this situation occurs. Any

resolution of conflicts of interest will be posted on the 2010 Census Communications Web page at <http://www.census.gov/procur/www/2010communications/>.

A list of the companies and Subcontractors who performed under these contracts are as follows:

- Delve Marketing, Ellicott City, MD

H.9 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

(End of Clause)

H.10 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any Subcontractor, their employees, agents, etc.

(End of Clause)

H.11 1352.209-73 COMPLIANCE WITH LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from state and local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work.

(End of Clause)

H.12 OBTAINING TAXPAYER IDENTIFICATION NUMBERS

- (a) This clause applies to those Contractors who are unincorporated individuals or partners acting as individuals who receive payments from the Government totaling \$600.00 or more in a calendar year under purchase orders or contracts.
- (b) Contractors who meet the requirements in paragraph (a) above, shall furnish their taxpayer identification number (employer identification number or social security number) with the first voucher (invoice) submitted for payment. Failure or refusal by the Contractor to furnish this information may result in a deduction of an amount equal to 20% of payments otherwise due and payable under this contract.
- (c) The taxpayer identification number will be used by agencies in completing Internal Revenue Service (IRS) Forms 1099-MISC, Statement for Recipients of Miscellaneous Income, for the IRS.

H.13 SPECIAL PROVISIONS FOR TRAVEL AND OTHER DIRECT COSTS

- (a) TRAVEL. The Government will reimburse the Contractor for per diem and travel costs required and incurred by the Contractor personnel traveling outside their assigned work location in accordance with the cost principles set forth in FAR 31.1 and clarified as follows:
 - 1. All travel costs incurred by the Contractor for transportation, lodging, meals, and incidental expenses shall be considered allowable, if determined reasonable by the Government. Reimbursement of travel and/or per diem costs will be based upon the travel regulations as set forth in the Federal Travel Regulations in effect at the time of the travel. No travel is allowed without prior approval of the Contracting Officer's Technical Representative (COTR).
- (b) Contractor shall invoice all travel against Task Order No. 2, which will be issued post-award. No travel shall be included in individual task orders.
- (c) Charges made for per diem may include general and administrative expenses allocated thereto in accordance with the Contractor's usual accounting practices consistent with Part 31, Subpart 31.2 of the Federal Acquisition Regulation (FAR). No profit or fee will be allowed on travel or other ODCs.
- (d) The Government agrees to furnish letters to the Contractor certifying that the Contractor is a prime Government Contractor. Such letters will authorize the Contractor to use General Service Administration Schedule contracts for rental vehicles, and will encourage hotels, etc. to extend business or Government rates to employees who are on Census Bureau contract business. The Contractor agrees to a good-faith attempt to seek out Government/ business discounts for lodging. Where such discounts or resources are not available, the Contractor agrees to request a waiver from the provisions of the Federal Travel Regulations and travel costs will be proposed on a reasonable/actual basis. Such a proposal will be evaluated by the Contracting Officer and negotiated by the parties.

- (e) The Contractor shall be reimbursed for the reasonable actual costs of commercial transportation for authorized travel of Contractor personnel not to exceed the cost of tourist rail or plane fare. Expense for travel, hereunder, by motor vehicle, other than common carrier or rented automobile shall be reimbursed on a mileage basis at rates no higher than authorized by the Federal Travel Regulations. There shall be no reimbursement for mileage traveled from living quarters to work site, nor for mileage for personal convenience. Travel within a one hundred (100) mile radius of normal duty station shall be excluded for the purpose of per diem payments.
- (f) OTHER DIRECT COSTS. The Government will not consider allowable the purchase or lease of word processing equipment and/or copiers to be reimbursed under other direct costs (ODCs) for this contract. ODCs specifically unique to the performance of this contract such as reproduction, supplies, etc. will be negotiated on a task-by-task basis.

H.14 PRINTING

Products that are printed (generally using offset lithography, gravure, or silkscreen printing processes) shall be obtained through the Government Printing Office (GPO). The primary Contractor will be given specific instructions on how to obtain these items; however, in most cases the primary Contractor will be responsible for furnishing technical specifications and either an electronic file suitable for printing or camera ready art to GPO. The GPO will, in turn, advertise the requirements and award the job to the lowest, qualified bidder. The primary Contractor is encouraged to supply GPO with a list of printers to include on the bidders list. The printer will invoice GPO directly for the products and services provided under the contract. GPO will then bill the primary Contractor in the amount of the printer's invoice plus a nominal GPO surcharge. Unless otherwise specified in this contract or any task order, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract.

H.15 CAR 1352.209-72 RESTRICTION AGAINST DISCLOSURE (MAR 2000)

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

The Contractor agrees that it will not disclose any information described in subsection (a) to any person or individuals unless prior written approval is obtained from the Contracting Officer. The

Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of Clause)

H.16 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any oral or written information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer.

H.17 INDEMNIFICATION

- (a) Responsibility for Government Property. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, materials, supplies, accessories, or parts furnished, while in his custody care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance under the terms of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.
- (b) Hold Harmless and Indemnification Agreement. The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
- (c) Government's Right of Recovery. Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

- (d) Government Liability. The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to direct negligence on the part of the Government and is recoverable under the Federal Torts claim Act, or pursuant to other Federal Statutory authority.

H.18 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the CO.

H.19 TITLE AND RISK OF LOSS

The title to all materials acquired by the Contractor in the performance of this contract becomes the property of the Government and shall vest in the Government. All materials acquired under this contract shall become the property of the Government.

The Contractor shall bear the risk of loss of property, title to which vests in the Government pursuant to this clause, in the event of loss, theft or destruction of or damage to any such property before delivery to or an acceptance by the Government.

H.20 ROYALTY-FREE LICENSE

In consideration of the sums to be paid to the Contractor under this contract, the Contractor hereby agrees and does grant, convey, and reserves to the United States of America a nonexclusive, irrevocable, nationwide, royalty-free license in all written material, published, printed, presented or used in connection with the contract, in which the Contractor presently holds a copyright or in the future shall obtain a copyright therein or in which it has the right to issue royalty-free licenses thereto.

H.21 COMPENSATION FOR ADVERTISING (MEDIA) PLACEMENT

- (a) The Contractor will be compensated for the design, preparation, and creative work relating to advertisements to be placed and the services rendered for the placement of advertising in media, regardless of whether the particular media grants the Contractor a commission, refund or rebate for the placement of advertising. In the case of costs for the purchase, placement, and related services of advertising in media, the Contractor shall only be compensated for the **actual cost** of placement. Any refunds or rebates must be paid to the Government.
- (b) The cost of placement of advertising in said media shall not exceed the published or certified card or schedule rates for space or time in the media concerned.
- (c) If cash discounts for prompt payment to media for advertising placed are available to the Contractor, the cost of placement shall not exceed the established certified or schedule rates for space or time less the maximum amount of the discount available.

- (d) In the case of proposals for the placement of advertising in media, the Contractor shall include only the actual cost of the placement to the Contractor including any refund, rebate, or commission due from the media concerned. If the media in which the advertising is proposed to be placed allows cash discounts for prompt payment, the proposed cost shall not exceed the card or schedule rates based on the taking of the maximum U.S. Government discount.

H.22 TALENT RELEASE & USAGE RIGHTS

- (a) The Contractor shall deliver to the Contracting Officer's Technical Representative signed releases obtained from all persons appearing in advertisements, recognizably photographed, or recorded. Each such release instruments shall grant perpetual and unrestricted rights whereby the Contractor and its heirs, executors, administrators, successors or assigns shall own, free and clear of any claim on the part of the talent, all rights of any kinds in the work or contribution of the talent, with the exception of rights relating to exhibition for profit.

Each such release instrument shall enable the Government and others to reproduce, distribute, publish, exhibit and transmit any such advertisement, commercial, motion picture or television film or film strip, live or recorded television or radio spot, or other production, at any time and at any place and by any method of medium such as publication, projection or transmission, electrical, mechanical or otherwise, including newspapers, periodicals, letters, magazines, Internet, books, slides, communications satellite systems, radio, and television.

As a prerequisite to the completion of any advertisement, commercial, motion picture or television film or filmstrip, live or recorded television or radio spot, or other production or any increment thereof, the Contractor shall assign each such release instrument to the Government. If the Contractor believes that releases are not required because of special circumstances, it shall promptly deliver its written explanation to the CO or COTR.

- (b) Each separate release instrument mentioned in (a) above shall include, but not be limited to, the grant of perpetual and unrestricted rights whereby the grantees are enabled, in any manner, in connection with any advertisements, commercial, motion picture or television film or film strip, live or recorded television or radio spot, or other production ordered hereunder, to use the name, photography likeness, acts, poses, plays and appearances of any/or made by any talent; to record, reproduce, amplify and simulate the voice and all instrumental, musical and other sound effects produced by any talent; and to "double" or "dub" the voice, acts, poses, place and appearances, and all instrumental, musical and or other sound effects produced by any talent, to such extent as may be desired.
- (c) Talent Release Indemnification. The Contractor shall indemnify and hold harmless the United States Government, its officers agents and employees from all judgments and from such settlements as the United States Government shall deem proper arising from claims, lawsuits or similar actions against the United States Government for defective talent release or failure to obtain necessary talent release in connection with the work herein.

- (d) Usage Rights. The Government shall have nation-wide rights, if available to the Contractor, including music rights, for whatever use and/or disposition is deemed appropriate by the Government for items created under this contract, including theatrical and non-theatrical, commercial, distribution, exhibition, television and reproduction rights, both foreign and domestic in accordance with Clause H.24. The Contractor shall retain no rights to any deliverable under this contract or any other issued hereunder.

H.23 PUBLICATION RIGHTS

- (a) The Contractor shall provide the Government with complete copyrights for all materials developed under this contract. These rights shall allow the Government to freely use the subject materials at any time, through any method of projection, transmission or distribution.
- (b) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance rights of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants a paid-up, royalty free, exclusive license in perpetuity for use by or on behalf of the United States Government.
- (c) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without the written permission of the Contracting Officer.
- (d) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished by the Contractor under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.24 EXISTING MUSICAL COMPOSITIONS

It is agreed with respect to any musical composition not first produced or composed in the performance of work under this contract but which is incorporated into any motion picture, or television film or filmstrip, live or recorded television or radio spot, or other production furnished hereunder, the license granted under the "Rights in Data" clause of the contract shall be

limited solely to the motion picture, or television film or filmstrip, live or recorded television or radio spot, or other production which incorporates such musical composition.

H.25 NATIONWIDE MUSIC PERFORMANCE RIGHTS

When newly composed or produced music is incorporated into any motion picture or television film or film strip, live or recorded television or radio spot, or other production furnished hereunder, the Contractor shall furnish the Government a nationwide music performance rights license which shall enable the Government and others to reproduce, distribute, publish, exhibit and transmit the motion picture, or television film or film strip, live or recorded television or radio spot, or other production, at any time and at any place, and by any method or medium of projection or transmission, such methods, or medium including those electrical, mechanical and otherwise, and including communications satellite systems, radio and television.

H.26 EXHIBITION RIGHTS

Any advertisement, commercial, motion picture or television film or filmstrip, live or recorded television or radio spot, or other production ordered hereunder will be exhibited or used by the Government or others on a non-sponsored or non-profit basis only. Proposals submitted hereunder shall include the cost of acquisition of only those rights and release instruments as are necessary for such non-sponsored or non-profit exhibitions.

H.27 REPRODUCTION MATERIALS

- (a) All end and finished products produced under this contract become the property of the Government.
- (b) All mechanical devices produced by the Contractor in the performance of this contract, such as elector-plate, engravings, and proof-prints shall be the property of and be delivered to the Government; however, the devices will remain in the custody of the Contractor for the duration of the contract or any extension thereof unless notified otherwise by the COTR.
- (c) All camera-ready materials produced by the Contractor in the performance of this contract, such as mechanicals and photos, in their entirety shall be the property of the Government. Photographs, slides, film footage, trims and cuts, excess to the final accepted product, shall be the property of the Government. All materials will be maintained by the Contractor during the course of the contract, and turned over to the Government or to a subsequent Contractor by order of the COTR.

H.28 INSURANCE REQUIREMENTS

- (a) In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the Contractor shall acquire and maintain, during the performance of work under this contract, insurance of at least the kinds and amounts set forth below:
 - 1. Workman's Compensation and Employee's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under

- this contract. In the absence of such state laws, a minimum amount of \$100,000 per incident shall be required and maintained.
2. Automobile General Liability Insurance: A minimum amount of \$200,000 per person; \$500,000 per occurrence for bodily injury; and \$20,000 per occurrence for property damage.
 3. Comprehensive General Liability: A minimum of \$500,000 for bodily injury per occurrence.
 4. Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- (b) Prior to the commencement of work hereunder, evidence of insurance and bonds if required, shall be furnished in a form satisfactory to the Contracting Officer. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration, or cancellation of any of the insurance policies or bonds required hereunder not less than thirty (30) days before such change, expiration or cancellation is effective.

H.29 STATE AND LOCAL TAXES

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any state and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of state and local tax exemptions and obtaining such exemptions, if available. The Contractor shall notify the Contracting Officer if problems arise in obtaining a state or local tax exemption. The Contractor may request a waiver, by the Contracting Officer, from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.30 NONPAYMENT OF UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the Contractor of its own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.

H.31 SUBCONTRACTS

The Government reserves the right to recommend potential sources for subcontracts to whom solicitations must be mailed during the performance of this contract.

H.32 LOCATIONS

Government representatives designated by the Contracting Officer or COTR will conduct the liaison and coordination required when Contractor employees or subcontractor employees visit Census Bureau installations in the performance of duties hereunder. All projects on location, studio filming, narrations and photographic assignment will be under the supervision and direction of Contractor personnel. Designated Government representatives shall, unless an exception is made by the COTR, accompany Contractor personnel and provide technical assistance and coordination.

H.33 SUITABILITY/RISK ASSESSMENT PROCESSING REQUIREMENTS

This contract requires that the Contractor's employees permanently assigned to work on the Government premises or any building or facility used for Government operations shall be required to undergo specific suitability assessment processing. Any Contractor employee having access to Census facilities will be required to complete security documents and procedures, which will be provided by the Government for completion after contract award.

H.34 TITLE 13 DATA

The Census Bureau's data are protected by Title 13 of the United States Code. The Contractor may not use Title 13 data for any purpose other than the intended purpose for which it is supplied. All Contractor personnel who will have access to the Title 13 data must take an oath and complete the Bureau of Census Form BC-1759 (Special Sworn Status) that requires non-disclosure of Title 13 data. The oath of non-disclosure must be administered by an authorized Census employee or a Notary Public. The Notary will ask the individual to stand, raise his/her right hand and repeat Section D, Affidavit of Nondisclosure. The Notary must sign and affix his/her seal to the completed document. This document must be completed prior to any Contractor utilizing or reviewing Census Title 13 information.

Contractors who will access Census facilities (on a continuing basis) must provide appropriate security documents for investigative processing. All required documents will be provided by the Government for completion after contract award.

H.35 TASK REQUEST/ORDERING PROCEDURES

A task will be initiated only by issuance of a fully executed task order by the Contracting Officer. The work to be performed under a task order must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed. Tasks may be issued under this contract on a firm fixed price (FFP) or a time and materials basis (T&M), or any combination thereof.

H.35.1 Task Request

The COTR shall initiate the task order implementation process by preparing a statement of requirements or objectives to be achieved by completion of the task order in the form of a Statement of Work (SOW). The SOW will contain some or all of the following: a detailed description of the functional or other objectives to be achieved, relevant background information, deliverables to be provided, and schedule for delivery or performance and completion of the task order. Any special requirements such as security requirements, or provision of Government furnished material or information will be outlined and/or provided. The estimated level of effort may be disclosed. The task request will describe the preferred pricing method (i.e., fixed price, fixed price with incentive, or T&M). The task request will be electronically delivered (e-mailed), mailed or transmitted by facsimile to the Contractor.

H.35.2 Task Proposal

(a) The Contractor shall acknowledge receipt of each SOW by e-mail, and shall develop and forward to the COTR within fourteen (14) calendar days a written Task Proposal for accomplishing the assigned task within the period specified. Faster response time for emergency tasks will be mutually agreed upon by the Contracting Officer and the Contractor. Additional time may be allowed upon request, if necessary, subject to approval by the CO. The proposal shall include:

1. A narrative description of the Contractor's understanding of the activities required to satisfy the requirement.
2. A narrative description of the Contractor's proposed solution - plans for performance, technical approach, any problem areas, and assumptions, if applicable.
3. Definition of milestones, deliverables and schedules, as appropriate.
4. A detailed schedule with the estimated labor hours, labor rates and identification of the skill descriptions of the personnel necessary to perform the task.
5. A staffing schedule and the names and resumes of the key personnel (as defined in clause H.4) to be assigned to the task order. Resumes will only be required for key personnel not included in the master contract proposal.
6. A detailed definition of the supplemental resources required for performance, to be provided by the Government or on a reimbursable basis by the Contractor.
7. Any subcontracting or consultants required.
8. Task cost or price proposal in accordance with the requirements of the SOW.

All costs associated with the development, presentation, and negotiation of the Contractor's proposal will be at the Contractor's expense. The Government reserves the right to require the Contractor to provide a portion of the above information in an Oral Presentation in lieu of a complete written proposal.

H.35.3 Negotiations and Task Issuance

(a) Based upon the contents of the Contractor's proposal, the Contractor and the Government shall negotiate the number of hours and labor mix required to complete the task order, any changes in the scope of the work to be performed, the schedule or the deliverables to be provided in the task order.

- (b) Negotiation will take place at a time and place designated by the Government (possibly by telephone). The skills, specific education/experience of personnel, estimated hours, and Other Direct Costs will be negotiated on each task order. The Government reserves the right to require specific experience and/or educational requirements in order to meet the requirements of the individual task order. Within two (2) workdays following negotiations, the Contractor shall submit a finalized proposal reflecting the results of the negotiations.
- (c) A task order may be issued without negotiations based on the acceptability of the task proposal. If negotiations are conducted and agreement cannot be reached on any aspect of the task, the Government has the right to unilaterally issue the task order, and the Contractor is required to perform; however, while performance is taking place, the Contractor has the right to pursue applicable remedies under the "Disputes" clause of the contract.
- (d) Upon the conclusion of all negotiations and evaluation of task proposals, the Contracting Officer will issue a task order. The order(s) will reference both the SOW and the Contractor's proposal and must be executed by the Contracting Officer before work may commence. Upon signature of the Contracting Officer, each task order is considered fully executed, binding, and ready for implementation. Each task order will be forwarded to the Contractor (generally by facsimile, followed by regular mail).
- (e) Following execution of the task order, technical clarifications may be issued in writing at any time by the COTR to amplify, or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance the Contractor considers to be a change to the task order which will impact the cost, schedule or deliverables content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer. The modification/change shall be formalized by issuance of a written modification to the task order, and the contract modified, if applicable. No changes may take place without written approval of the Contracting Officer. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.
- (f) Task orders may be placed during the period of performance of the contract, as identified in Section F. Labor rates applicable to hours expended in performance of an order will be the contract rates that are in effect at the time the task order is executed. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices. Work performed on such orders after the end of the contract's period of performance will continue to be charged at the last effective rates.
- (g) All provisions of this contract will apply to each task order executed. The following specific conditions will also apply:

1. All task orders must be accounted for separately. They will ordinarily be of a completion type unless they are for services, which cannot with certainty be estimated before award. In those cases, professional staff hours to be furnished will be set forth with Not-to-Exceed ceilings specified.
2. In order to accommodate urgent program requirements, the Contracting Officer may give the Contractor oral, facsimile or written notice to proceed on a specific requirement in advance of issuing a formal task order. Any such orders will be followed by a written task order as soon as practicable.
3. Work on task orders shall commence no later than seven (7) calendar days from the task order issuance date or a mutually agreed upon date.

H.36 CONFLICT IN TERMS

Any conflict between any task order and any term or condition of the contract must be immediately reported to the Contracting Officer. The terms and conditions of the contract shall take precedence over the language of any task order.

H.37 TERMINATION OF TASK ORDERS

The Government retains the right to terminate or stop work on any task order and will negotiate an equitable adjustment in the task order price for work performed. Upon such termination, the Contractor shall deliver to the Government all documents, printouts, file listings, tapes and record listings produced by or provided to, the Contractor. Further, the Contractor shall deliver to the Government the documentation for all audio, video or print items written or modified by the Contractor during the course of performing the task.

H.38 SECURITY

As applicable, the Contractor shall fully comply with CAR 1352.237-72 Security Processing Requirements for Contractor/Subcontractor Personnel Working on a Department Of Commerce Site (Low Risk Contracts) (SEPT 2006). The full text of this clause may be accessed electronically at: oamweb.osc.doc.gov/docs/CAM-1337-70-Personnel-Security-Processing.pdf

Failure of the Contractor to comply with these requirements may result in termination of this contract or removal of some Contractor personnel from DOC facilities. Compliance with these requirements shall not be construed by the Contractor as having the ability to provide its personnel with clearance to access classified information.

Special Note - The U.S. Census Bureau is mandated to comply with HSPD-12 (including FIPS 201). Due to the unique nature of the 2010 Census, the Census Bureau is developing specific guidelines relating to its operations, and will post such guidelines to the 2010 Census Communications Website as available.

H.39 SECTION 508 OF THE REHABILITATION ACT OF 1975, AS AMENDED

Any electronic and information technology products delivered under this contract must comply with applicable requirements of Section 508 of the Rehabilitation Act of 1975, as amended.

Section 508 ensures that individuals with disabilities who seek information or services from a Federal agency access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities. The contractor will provide Voluntary Product Accessibility Template (VPAT) statements for applicable products.

[End of Section H]